

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B1600383

PRINT DATE: 06/07/21

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

REMI HOLDINGS LLC
6325 ARDREY KELL RD
STE 200
CHARLOTTE, NC
(484)228-8042

28277

REFER QUESTIONS TO:

MIKE MYERS
(410)767-4600
MIKE.MYERS@MARYLAND.GOV

ITB:

EXPR DATE: 03/31/22
POST DATE: 06/07/21

DISCOUNT TERMS: .
CONTRACT AMOUNT:

NET 30 DAY
.00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT (ICPA)
FOR

STATEWIDE EQUIPMENT MAINTENANCE MANAGEMENT
BASED ON THE NCPA CONTRACT 03-19 - REMI HOLDINGS, LLC

CONTRACT TERM:

06/01/2021 - 03/31/2022 (NINE MONTHS)
04/01/2022 - 03/31/2023 (OPTION YEAR1)
04/01/2023 - 03/31/2024 (OPTION YEAR 2)

THIS CONTRACT IS BASED ON AN INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT(IPCA), THE RENEWAL OPTION(S) WILL BE BASED ON THE TERMS OF THE MASTER AGREEMENT AND THE PERFORMANCE OF THE VENDOR AND USAGE OF THE CONTRACT.

THIS IS AN INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT IN ACCORDANCE WITH NCPA CONTRACT NUMBER 03-19.

THE VENDOR WILL PROVIDE PREVENTATIVE AND ON-CALL EQUIPMENT MAINTENANCE MANAGEMENT FOR VARIOUS TYPES OF EQUIPMENT, RANGING FROM OFFICE EQUIPMENT TO COMPLEX FIRE ALARM SYSTEMS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OVERSIGHT, ADMINISTRATION, AND COORDINATION OF THE EQUIPMENT MAINTENANCE AND SERVICES.

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B1600383

PRINT DATE: 06/07/21

PAGE: 02

TERMS (cont'd):

THE FOLLOWING ITEMS ARE EXCLUDED FROM COVERAGE UNDER THIS CONTRACT:
REFRIGERATION SYSTEMS, HVAC,
ELEVATORS, ESCALATORS, LIFT EQUIPMENT, MACHINERY, VEHICLES, MOTORIZED
AND MANUFACTURING EQUIPMENT.

RENEWAL OPTIONS WILL BE BASED UPON THE MASTER CONTRACT TERMS AND
CONDITIONS, MARKET RESEARCH THAT WILL BE CONDUCTED AT THE TIME OF
RENEWAL, AND THE DISCRETION OF NCPA.

UPON MUTUAL WRITTEN AGREEMENT, THIS CONTRACT MAY BE RENEWED FOR ANY
COMBINATION OF FULL OR PARTIAL YEAR RENEWALS UP TO TWENTY-FOUR (24)
MONTHS.

REMI CONTACT INFORMATION:

VENDOR CONTACT: KRISTEN CHILDERS

VENDOR PHONE: 704-602-0833

VENDOR EMAIL: KCHILDERS@THEREMIGROUP.COM

CONTRACT MONITOR: MIKE MYERS

CONTRACT MONITOR EMAIL: MIKE.MYERS@MARYLAND.GOV

ANY ORDER PLACED BY A PARTICIPATING ENTITY FOR A PRODUCT AND/OR
SERVICE AVAILABLE UNDER THE MASTER AGREEMENT SHALL BE DEEMED TO BE A
SALE UNDER (AND GOVERNED BY THE PRICES AND OTHER TERMS AND
CONDITIONS) OF THE MASTER AGREEMENT UNLESS THE PARTIES TO THE ORDER
AGREE, IN WRITING, THAT ANOTHER CONTRACT OR AGREEMENT APPLIES TO SUCH
ORDER.

MARYLAND LAW PREVAILS:

THE PROVISIONS OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF
MARYLAND.

ALL PURCHASE ORDERS ISSUED BY PURCHASING ENTITIES WITHIN THE
JURISDICTION OF THIS PARTICIPATING ADDENDUM SHALL INCLUDE THE
PARTICIPATING STATE/ENTITY'S CONTRACT NUMBER: 001B1600383 AND
THE LEAD STATE PRICE AGREEMENT NUMBER: 03-19.

ELECTRONIC TRANSACTION FEE:

A. CONTRACTOR SHALL PAY AN ELECTRONIC TRANSACTION FEE TO THE
STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT

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BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B1600383

PRINT DATE: 06/07/21

PAGE: 03

TERMS (cont'd):

SALES. THE ELECTRONIC TRANSACTION FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE ELECTRONIC TRANSACTION FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

B.

THE ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD, 21201, WITHIN THIRTY (30) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL BE EMAILED TO THE PROCUREMENT OFFICER, MIKE MYERS
MIKE.MYERS@MARYLAND.GOV AND TO DGS AT
DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV

C.

FAILURE TO REMIT TRANSACTION FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:
 - (I) RECEIVES STATE MONEY; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE:
- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:
 - (I) EITHER HAS BEEN ISSUED A CERTIFICATE OR APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501 (C)(3) OF THE INTERNAL REVENUE CODE:

OR

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BLANKET PURCHASE ORDER

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PAGE: 04

TERMS (cont'd):

(6) A NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION AFTICLE.

A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT

THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSSITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY, (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MD, (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES, AND (4) MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR, AND THE PURCHASER.

CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT AN ENTITY, FROM WHICH THE CONTRACTOR RECEIVES AN ORDER, UNDER THE CONTRACT, IS A UNIT OR AGENCY OF THE STATE OF MARYLAND, SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

CONTRACT RESTRICTIONS: VENDOR MAY NOT PROVIDE ANY PRODUCTS THAT ARE ALREADY BEING SUPPLIED UNDER A CURRENT BLANKET CONTRACT WITH THE DEPARTMENT OF GENERAL SERVICES.

THE STATE AND REMI HOLDINGS, LLC, HAVE AGREED TO INCORPORATE THE ATTACHED MARYLAND TERMS AND CONDITIONS FOR SERVICE CONTRACTS OVER \$50,000. IN THE EVENT OF A CONFLICT BETWEEN THE ATTACHED MARYLAND TERMS AND CONDITIONS AND THE TERMS AND CONDITIONS OF THE NCPA MASTER AGREEMENT NUMBER 11-39, WITH THE STATE OF TEXAS, THE TERMS OF THE MARYLAND TERMS AND CONDITIONS WILL TAKE PRECEDENCE.

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STATE OF MARYLAND

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PRINT DATE: 06/07/21

PAGE: 05

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
0001	93648	EA		

PROVIDE EQUIPMENT MAINTENANCE MANAGEMENT PROGRAM SERVICES AT A PERCENTAGE DISCOUNTED COST FOR A PERIOD OF ONE (1) YEAR, FROM JULY 1, 2021 THRU MARCH 31, 2022, IN ACCORDANCE WITH RFP TERMS, CONDITIONS, AND SPECIFICATIONS. THE STATE RESERVES THE UNILATERAL RIGHT TO RENEW THE CONTRACT FOR AN ADDITIONAL TWO (2), ONE-YEAR PERIOD AT THE SAME TERMS, CONDITIONS, AND SPECIFICATIONS.

PERCENTAGE DISCOUNT: 15-35%

END OF ITEM LIST

THE BLANKET PURCHASE ORDER (BPO) ISSUED AS A RESULT OF THE REQUEST FOR PROPOSALS (RFP) AND ANY SUBSEQUENT AMENDMENTS, MODIFICATIONS OR OPTIONS ISSUED RELEVANT TO THE RFP OR BPO, SHALL COMPLY WITH ALL OF THE TERMS, CONDITIONS AND SPECIFICATIONS ISSUED WITH THE RFP AND ARE INCORPORATED IN AND MADE PART OF THE BPO.

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AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE